

**ARTICLES OF
A COLLECTIVE AGREEMENT**

BINDING

**PHARMA PLUS
SPECIALTY PHARMACY SERVICES INC.**

AND

**THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA**

FOR THE PERIOD

APRIL 1, 2013 TO MARCH 31, 2016

TABLE OF CONTENTS

Article		Page
	Preamble	1
1	Term of Collective Agreement.....	1
2	Definitions.....	2
3	Management Rights	3
4	Recognition and Association Business	4
5	Dues Deduction and Association Membership	5
6	No Discrimination	5
7	No Strike or Lockout.....	6
8	Bulletin Boards	6
9	Probationary Period	6
10	Hours of Work	7
11	Work Schedules and Shifts	8
12	Overtime.....	10
13	On-Call Duty.....	11
14	Salaries	14
15	Recognition of Previous Experience	15
16	Shift Differential and Weekend Premium	16
17	Not Allocated	17
18	Temporary Assignments	17
19	Not Allocated.....	17
20	Travel Expenses	17
21	Vacation with Pay.....	18
22	Named Holidays	20
23	Sick Leave.....	23
24	Workers' Compensation	23
25	Employee Benefit Plans	24
26	Pension Plan	25
27	Not Allocated.....	25
28	Seniority	25

29	Promotions, Transfers and Vacancies	26
30	Layoff and Recall	28
31	Technological Change	31
32	Contracting Out	31
33	Leaves of Absence.....	31
34	In-Service Programs.....	36
35	Court Appearance	37
36	Evaluations and Personnel Files	37
37	Discipline and Dismissal.....	38
38	Resignation/Termination	39
39	Job Descriptions.....	40
40	Job Classifications.....	40
41	Not Allocated.....	41
42	Occupational Health and Safety.....	41
43	Not Allocated.....	41
44	Part-Time, Temporary and Casual Employees	41
45	Not Allocated.....	47
46	Grievance Procedure	47
47	Grievance Arbitration	50
48	Copies of Collective Agreement.....	51
	Signature Sheet	52
	Letter of Understanding # 1 Re: Professional Development	53
	Letter of Understanding # 2 Re: Severance	54
	Letter of Understanding # 3 Re: Pension and Benefit Maintenance	56
	Letter of Understanding # 4 Re: Sick Leave Bank Draw Down.....	57
	Letter of Understanding # 5 Re: Joint Labour/ Management Consultation Committee....	58
	Letter of Understanding # 6 Re: Benefits Eligibility	59
	Letter of Understanding # 7 Re: Red Circled Employees	60
	Letter of Understanding # 8 Re: Voluntary Termination	61
	Salaries Appendix	62

ALPHABETICAL INDEX

Article		Page
8	Bulletin Boards	6
32	Contracting Out	31
48	Copies of Collective Agreement	51
35	Court Appearance	37
2	Definitions	2
37	Discipline and Dismissal	38
5	Dues Deduction and Association Membership	5
25	Employee Benefit Plans	24
36	Evaluations and Personnel Files	37
47	Grievance Arbitration	50
46	Grievance Procedure.....	47
10	Hours of Work.....	7
34	In-Service Programs	36
40	Job Classifications	40
39	Job Descriptions	40
30	Layoff and Recall.....	28
33	Leaves of Absence	31
	Letter of Understanding # 1 Re: Professional Development	53
	Letter of Understanding # 2 Re: Severance	54
	Letter of Understanding # 3 Re: Pension and Benefit Maintenance.....	56
	Letter of Understanding # 4 Re: Sick Leave Bank Draw Down	57
	Letter of Understanding # 5 Re: Joint Labour/ Management Consultation Committee	58
	Letter of Understanding # 6 Re: Benefits Eligibility	59
	Letter of Understanding # 7 Re: Red Circled Employees	60
	Letter of Understanding # 8 Re: Voluntary Termination	61
3	Management Rights	3
22	Named Holidays	20
6	No Discrimination.....	5

7	No Strike or Lockout	6
17	Not Allocated	17
19	Not Allocated	17
27	Not Allocated	25
41	Not Allocated	41
43	Not Allocated	41
45	Not Allocated	47
42	Occupational Health and Safety	41
13	On-Call Duty	11
12	Overtime	10
44	Part-Time, Temporary and Casual Employees	41
26	Pension Plan	25
	Preamble	1
9	Probationary Period	6
29	Promotions, Transfers and Vacancies.....	26
4	Recognition and Association Business.....	4
15	Recognition of Previous Experience.....	15
38	Resignation/Termination.....	39
14	Salaries.....	14
	Salaries Appendix.....	62
28	Seniority.....	25
16	Shift Differential and Weekend Premium.....	16
23	Sick Leave	23
	Signature Sheet.....	52
31	Technological Change.....	31
18	Temporary Assignments.....	17
1	Term of Collective Agreement	1
20	Travel Expenses.....	17
21	Vacation with Pay	18
11	Work Schedules and Shifts	8
24	Workers' Compensation	23

THIS COLLECTIVE AGREEMENT made this 23 day of April A.D. 2013

BETWEEN

PHARMA PLUS SPECIALTY PHARMACY SERVICES INC.
(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter called the "Association")

OF THE SECOND PART

PREAMBLE

WHEREAS the Parties acknowledge that their primary purpose is to provide efficient, health services and believe this purpose can be achieved most readily when harmonious relationships exist between the Employer and its Employees,

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES that the Parties hereto in consideration of the covenants herein contained agree with each other as follows:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Health Sciences Association of Alberta and Pharma Plus Specialty Pharmacy Services Inc. exchange notice of ratification by their principals of this Collective Agreement, up to and including the thirty-first (31st) day of March, 2016, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed or until strike or lockout commences under Division 13 of the Alberta Labour Relations Code.

ARTICLE 2: DEFINITIONS

In this Collective Agreement:

- 2.01 “Code” means The Labour Relations Code as amended from time to time.
- 2.02 “Arbitration” shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 “Association” means the Health Sciences Association of Alberta.
- 2.04 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of the premium payable as set out in Article 18.01, but exclusive of all other allowances and premium payments.
- 2.05 “Employee” means any person employed in the bargaining unit referred to in Article 4.01. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.
- 2.06 All Employees will be designated as follows:
- (a) “Regular Employee” is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) “full-time Employee” is a regular Employee who regularly works twenty-three point two five (23.25) or more hours per week;
 - (ii) “part-time Employee” is one who works less than twenty-three point two five (23.25) hours per week, unless relieving for sickness or leaves of absence.
 - (b) “Casual Employee” is a person who:
 - (i) works on a call-in basis and is not regularly scheduled; or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (iii) relieves for an absence the duration of which is three (3) months or less.
 - (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months and less than six (6) months; or

- (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a full-time or part-time Employee who is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
- (iv) Temporary positions may be extended by mutual agreement between the Employer and the Association. Such agreement shall not be unreasonably withheld.

2.07 "Site" means the building or series of proximate buildings established by the Employer as a designated work location for Employees.

2.08 "Shift" means a daily tour of duty exclusive of overtime hours.

2.09 "Month" is the period of time between the date in one month and the preceding date in the following month.

2.10 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.

3.02 Without limiting the generality of the foregoing, the Association acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain order, discipline and efficiency;
- (b) make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (d) hire, promote, transfer, layoff and recall;

(e) demote, discipline, suspend or discharge for just cause.

ARTICLE 4: RECOGNITION AND ASSOCIATION BUSINESS

- 4.01 The Employer recognizes the Association as the exclusive bargaining agent for all Employees employed with Pharma Plus Specialty Pharmacy Services located in the University of Alberta and Royal Alexandra Hospitals, save and except bookkeeper, Manager, and Employees at or above the rank of Manager.
- 4.02 No Employee shall be required or permitted to make any verbal or written agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Administrator or designate of the Employer and the Association with a copy to the Chair of the Local Unit.
- 4.04 An Employee shall not engage in Association business during her working hours without prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Association may be permitted on the Employer's premises for the purpose of transacting Association business provided prior permission to do so has been granted by the Employer.
- 4.06 A representative of the Association shall have the right to meet with members as required, provided such meetings do not interfere with operational efficiencies and prior management approval is obtained.
- 4.07 The name of an Association representative shall be supplied in writing to the Employer before she is recognized as an Association representative. A representative of the Association shall be entitled to leave work to carry out her functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.
- 4.08 The Employer agrees that the Association may spend 30 unpaid minutes with a new hire for the purpose of orientation to the Association structure, and explaining the rights, responsibilities and benefits under the Collective Agreement. The Employer shall notify the Association of any new hires.

ARTICLE 5: DUES DEDUCTION AND ASSOCIATION MEMBERSHIP

- 5.01 Membership in the Association is voluntary.
- 5.02 (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Association, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Association, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification and category [regular, temporary, casual (including Employees on recall)] of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings of each Employee. Such list shall indicate newly hired and terminated Employees, and, where the existing computer system is capable, status of Employees, the increment level, Employees reclassified, promoted or transferred outside the scope of this Collective Agreement, and address of Employees.
- (b) For the purposes of this article, "gross earnings" shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
- 5.03 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.
- 5.04 The Association shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted.
- 5.05 The Employer will record the amount of Association dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 5.06 The Association shall give not less than thirty (30) days notice of a Special Assessment deduction.
- 5.07 Where possible, an electronic copy of monthly dues that are outlined in Article 5.02 above shall be supplied to the Association.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of an Employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, sexual orientation, marital status, age, physical disability, mental disability, nor by reason of membership or non-membership or lawful activity in the Association, nor in respect of an Employee or Employer exercising any right conferred under this Collective

Agreement or any law of Canada or Alberta.

- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 7: NO STRIKE OR LOCKOUT

- 7.01 There shall be no strike, lockout or slowdown during the life of this Collective Agreement.
- 7.02 If an Employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work, during the life of this Collective Agreement, the Association shall instruct her to return to work immediately and perform her duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the Employee does not return immediately, she shall be deemed to have terminated her employment.

ARTICLE 8: BULLETIN BOARDS

- 8.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Association. In addition, and where requested by the Association, space may be provided on other existing bulletin boards.

The Association may post, on such bulletin boards, notices of meetings and other notices which may be of interest to Employees.

The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

ARTICLE 9: PROBATIONARY PERIOD

- 9.01 A newly hired regular or temporary Employee shall serve a probationary period of one thousand seven and one-half (1,007 1/2) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. Hours worked as a casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of two hundred and fifty-two (252) hours provided that not more than three (3) months have elapsed since she worked for the Employer.
- 9.02 The Employer shall provide a written evaluation to each probationary Employee prior to the completion of her probationary period. The written evaluation will notify the Employee of any deficiencies and provide the Employee with an opportunity to correct them during the probationary period. If, in the opinion of

the Employer, the Employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure.

- 9.03 An Employee who has completed her probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.
- 9.04 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, the Employee's probationary period may be extended if mutually agreed upon by the Association and the Employer. During the extended period, the Employee shall be given monthly feedback regarding her performance.

ARTICLE 10: HOURS OF WORK

10.01 Regular hours of work for a full-time Employee, exclusive of meal periods, shall be five (5) days per week of seven and three quarter (7 $\frac{3}{4}$) hours per day.

10.02 Meal Periods and Rest Periods

(a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each shift of seven and three-quarter (7 $\frac{3}{4}$) hours and exclude an unpaid meal period of not less than thirty (30) minutes.

(b) Availability During Meal Periods

When an Employee is required by the Employer to remain readily available for duty during her meal period, she shall be paid for the meal period at her basic rate of pay unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(c) Working During Meal and Rest Periods

If an Employee is required to work or is recalled to duty during her meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or she shall receive pay for the full meal period or rest period in accordance with the following:

- (i) for a rest period, she shall be paid at the applicable overtime rate instead of her basic rate of pay;
- (ii) for a meal period that she is not required to be readily available pursuant to Article 10.02(b), she shall be paid at the applicable overtime rate;

- (iii) for a meal period that she is required to be readily available pursuant to Article 10.02(b), she shall be paid the applicable overtime rate instead of her basic rate of pay.

10.03 Subject to Article 10.02, hours of work shall be consecutive.

10.04 Modified hours of work may be implemented where mutually agreed between the Employer and the Association.

10.05 On the date fixed by proclamation, in accordance with *the Daylight Saving Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 11: WORK SCHEDULES AND SHIFTS

11.01 Employees acknowledge that they may be scheduled to work various shifts to cover business needs.

11.02 Shift Scheduling Standards and Premiums for Non-Compliance

(a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:

- (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
- (ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
- (iii) at least twelve and three-quarter (12.75) hours off duty between the end of one shift and the commencement of the next shift;
- (iv) not more than seven (7) consecutive scheduled days of work.

(b) Where the Employer is unable to provide the provisions of Article 11.02(a)(i), (ii), or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:

- (i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected Employee of two times

(2X) her basic rate of pay for one (1) regular shift worked during the two (2) week period;

- (ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) her basic rate of pay for each of four (4) regular shifts worked during the five (5) week period;

failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) her basic rate of pay for each of two (2) regular shifts worked during the five (5) week period;

- (iii) failure to provide twelve and three quarter (12 3/4) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of two times (2X) the basic rate of pay for all hours worked on that next shift.

- (c) For the purpose of this provision, "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.
- (d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and Employee provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty; and
- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the Employee according to the shift schedule save and except for the vacation.

11.03 **Schedule Posting and Schedule Changes**

- (a) Unless otherwise agreed between the Employer and the Association, shift schedules shall be posted four (4) weeks in advance. If a shift schedule is changed after being posted, the affected Employees will be provided as much advance notice as is practical of such change.
- (b) If such notice of change is less than two (2) calendar weeks in advance of the effective date of the schedule change, the Employee shall be paid two times (2X) her basic rate of pay for all hours worked on the first day of the

changed schedule, unless the change is the result of unforeseen business circumstances.

- 11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving two (2) hours pay at her basic rate of pay.
- 11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic hourly rate of pay for all hours worked with an addition of two (2) hours pay at her basic rate of pay for that inconvenience.
- 11.06 **Employee Shift Trading**

Employees may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer.

ARTICLE 12: OVERTIME

- 12.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 3/4) hours per day or on scheduled days of rest.
- 12.02 The Employer shall designate an individual who may authorize overtime.
- 12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 12.04 Overtime will be paid in accordance with the following:
- (a) For work in excess of seven and three-quarter (7 3/4) hours per day, two times (2X) her basic rate of pay, exclusive of meal periods, if taken. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of the next regularly scheduled shift.
 - (b) For work on scheduled day(s) of rest, two times (2X) her basic rate of pay. This overtime payment will cease and the Employee's basic rate of pay will apply at the start of her next scheduled shift.
- 12.05 An Employee who normally returns to her place of residence by means of public transportation following the completion of her regularly scheduled shift, but who is prevented from doing so by being required to remain on duty longer than such shift and past the time when normal public transportation is available,

shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to her place of residence.

- 12.06 Subject to mutual agreement between the Employer and an Employee, the Employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. Unless mutual agreement between an Employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, such liability of the Employer as of the last day of June, shall be paid out.
- 12.07 Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports for work.
- 12.08 Rest periods and meal periods shall be provided in accordance with Article 10.02.

ARTICLE 13: ON-CALL DUTY

- 13.01 The term “on-call duty” shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty.
- 13.02 Unless otherwise agreed between the Employer and the Association, on-call periods shall be scheduled at least four (4) weeks in advance excepting in cases of emergency. Employees whose on-call schedule has been changed with less than fourteen (14) calendar days notice shall be paid at the higher on-call rate.

If, in the course of a posted on-call duty roster, the Employer changes an Employee’s on-call period, the Employee shall be paid at two times (2X) the on-call rate for all hours in the first period of on-call affected by the change unless fourteen (14) days notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.

- 13.03 Wherever possible, the Employee shall not be assigned to on-call duty more than seven (7) consecutive calendar days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The higher on-call rate shall apply until an Employee has two (2) consecutive days off without being on-call. Where an Employee is on-call for more than seven (7) consecutive calendar days at her request or as the result of an exchange with another Employee, the regular on-call rates shall apply.

13.04 Regulations in respect of approval or authorization for on-call duty and telephone consultations and the procedures which are to be followed by an Employee shall be prescribed by the Employer.

13.05 On-Call Pay

For each assigned hour or part thereof, of authorized on-call duty, an Employee shall be paid:

- (a) on regularly scheduled days of work, the sum of three dollars (\$3.00) per hour; and
- (b) on days off and Named Holidays, the sum of four dollars and twenty-five cents (\$4.25) per hour. A Named Holiday or non-work day shall run from zero zero zero one (0001) hours on the Named Holiday or non-work day to twenty-four hundred (2400) hours of the same day.

13.06 An Employee called back to duty on a Named Holiday shall be:

- (a) compensated in accordance with Article 13.07; and
- (b) given compensating time off at her basic rate of pay for actual hours worked on the call-back at a mutually agreeable time. Time not taken by the last day of March in any given year shall be paid out.

13.07 Call-Back Pay

- (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate of two times (2X) the basic rate of pay. An Employee called back to duty will be permitted to leave the site upon completion of the procedure or examination for which she was called back. However, any further requests for emergent procedures received by an Employee prior to leaving the site following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.
- (b) When a regular or temporary Employee who has not been assigned "on-call duty" is called and required to report for work on a call-back basis; she shall be paid for all hours worked, or for two (2) hours—whichever is greater, at two times (2X) her basic rate of pay. Such Employee shall be entitled to the provisions of Article 13.10.

- (c) Call-back pay may be granted in the form of time off duty with pay in accordance with the provisions of Article 12.06.
- 13.08 The Employer shall make every effort to avoid placing an Employee “on-call” on the evening prior to or during scheduled off-duty days.
- 13.09 (a) In the eight (8) hour period immediately preceding an Employee’s next regularly scheduled shift an Employee:
- (i) who works more than six (6) hours pursuant to Article 13.07; or
 - (ii) is called back to work more than two times;
- shall be entitled to eight (8) consecutive hours rest before commencing her next scheduled shift, without loss of earnings.
- (b) The Employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.
- (c) This provision is waived if the Employee is granted a request for a particular shift arrangement.
- 13.10 An Employee who is called back for duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private motor vehicle, reimbursement shall be at the rate of at least thirty-eight cents (\$0.38) per kilometre from the Employee’s residence and return.
- 13.11 When an Employee is supplied with a paging device by the Employer for the purpose of on-call duty, there shall be no cost to the Employee for the use of the paging device.
- 13.12 **Telephone Consultation**

When an Employee, who has been assigned to on-call duty, is consulted by telephone and is authorized to handle client-related matters without returning to the work place, the following will apply:

- (a) An Employee who has not completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at her basic rate of pay for the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period. If the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period—is less than thirty (30) minutes,

the Employee shall be compensated at her basic rate of pay for thirty (30) minutes.

- (b) An Employee who has completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period. If the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period is less than thirty (30) minutes, the Employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

ARTICLE 14: SALARIES

- 14.01 Minimum basic salary scales and increments shall be as set out in the Salaries Appendix and shall:
 - (a) be effective on the dates specified therein;
 - (b) be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
 - (c) form a part of this Collective Agreement.
- 14.02
 - (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for regular full-time Employees shall be applied on the appropriate anniversary of the date the Employee commenced employment as a regular full-time Employee.
 - (b) Unless otherwise changed by the operation of this Collective Agreement, a regular part-time Employee who has had a change in status to a regular full-time Employee shall have her anniversary date established based on hours worked with the Employer at the increment level such Employee was entitled to receive immediately prior to her change in status.
- 14.03 Both parties to this Collective Agreement recognize that an Employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and the Association shall be so advised, in writing, and the Employee's performance will be evaluated, in writing, on a month-to-month basis. After she reaches a satisfactory performance level, the increment shall be granted as of that date; however, her anniversary date, for annual increment purposes, shall not be changed.

- 14.04 (a) Where applicable, an Employee who has completed the required training in any of the paramedical technical classifications covered by this Collective Agreement and who is awaiting registration/certification examinations or results of same shall be paid ninety percent (90%) of the starting rate for the Level I classification.

Upon proof of having passed the registering/certifying examination, the salary of such Employee shall be adjusted to the full rate retroactive to date of successful completion of the examination, or commencement of employment, whichever is the later.

- (b) A paramedical technical Employee covered by this Collective Agreement who has not successfully completed a recognized course of training or certification examinations normally required for the classification in which she is employed shall be paid ninety percent (90%) of the applicable rate in the salary scale according to length of service. The provisions of this Article shall not apply to an Employee in this category employed prior to the signing date of this Collective Agreement who has been paid the full rate for the classification. Such Employee shall continue to be paid at the higher rate.
- (c) Salary recognition shall be extended to a graduate Pharmacist who has completed an accredited residency program in Hospital Pharmacy by starting that individual at the second (2nd) Step of the salary scale.

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

- 15.01 Salary recognition shall be granted for work experience satisfactory to the Employer provided not more than five (5) years have elapsed since such experience was obtained as outlined in the following guidelines.

For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than five (5) years if the Employee has fulfilled the licensing requirements of the Employee's professional body to maintain standing in that profession.

Employees hired subsequent to ratification shall be paid in accordance with the provisions of Article 14.01 as amended.

- (a) one (1) annual increment for one (1) year's experience within the last six (6) years;
- (b) two (2) annual increments for two (2) year's experience within the last seven (7) years;

- (c) three (3) annual increments for three (3) year's experience within the last eight (8) years;
- (d) four (4) annual increments for four (4) year's experience within the last nine (9) years;
- (e) five (5) annual increments for five (5) year's experience within the last ten (10) years;
- (f) six (6) annual increments for six (6) year's experience within the last eleven (11) years;
- (g) seven (7) annual increments for seven (7) year's experience within the last twelve (12) years;
- (h) eight (8) annual increments for eight (8) year's experience within the last thirteen (13) years.

15.02 Additional time worked, measured in hourly units, and not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.

15.03 This Article shall be applicable only to Employees whose date of hire is on or after the date of exchange of ratification of this Collective Agreement.

15.04 The Employer shall advise all Employees in writing at the time of hire as to the pay grade and step in the Salary Appendix.

ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

16.01 Shift Differential

- (a) A shift differential of two dollars and seventy five (\$2.75) shall be paid to:
 - (i) full time Employees working a shift wherein the majority of the hours of such shift falls within the period sixteen hundred (1600) hours to twenty four hundred (2400) hours; or
- (b) Shift differential shall not be considered part of the basic hourly rate of pay.

16.02 Weekend Premium

- (a) A weekend premium of two dollars and twenty-five cents (\$2.25) shall be paid:
 - (i) to full-time Employees working a rotation where a weekend shift is

part of the regular work week;

(ii) part-time Employees shall not be entitled to the weekend premium.

16.03 Eligible Employees will receive the greater of, shift differentials, weekend premiums or overtime premiums, but there shall be no pyramiding or stacking of these payments.

ARTICLE 17: NOT ALLOCATED

ARTICLE 18: TEMPORARY ASSIGNMENTS

18.01 When an Employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale, she shall be paid in addition to her hourly rate as set out in the Salaries Appendix, the difference between the beginning rate in the salary scale for her classification and the beginning rate in the salary scale of the classification to which she is temporarily assigned. The resultant basic rate of pay shall not exceed the maximum rate of the salary scale of the classification to which she is temporarily assigned. This provision shall not apply where the period of temporary assignment is less than one (1) full shift.

18.02 Temporary Out-of-Scope Assignment

Where an Employee is directed to substitute on another job outside the scope of the bargaining unit, the Employee will receive, in addition to her basic rate of pay, a minimum amount of one dollar and fifty cents (\$1.50) per hour. An Employee so assigned shall continue to be covered by the terms and conditions of this Collective Agreement.

18.03 During periods of temporary assignment to a classification to which is assigned a higher salary scale, an Employee so assigned shall receive any overtime or call-back premiums based on the higher basic rate of pay.

ARTICLE 19: NOT ALLOCATED

ARTICLE 20: TRAVEL EXPENSES

20.01 Employees will be entitled to receive such travel allowance as is set out in the company's corporate travel allowance policy.

20.02 Miscellaneous Travel Cost

(a) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.

- (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

ARTICLE 21: VACATION WITH PAY

21.01 Definitions

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the twelve (12) month period commencing on the first day of July in each calendar year and concluding on the last day of June of the following calendar year.

21.02 Vacation Entitlement

Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an Employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken in the following vacation year, except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during the first (1st) year of employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or
- (b) during each of the second (2nd) to ninth (9th) years of employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or
- (c) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or
- (d) during each of the twentieth (20th) and subsequent years of employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.
- (e) Supplementary Vacation

Effective April 1, 2006, the supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior

to the next supplementary vacation employment anniversary date:

- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay;
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay;
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

21.03 (a) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or an Employer signatory to a Collective Agreement containing identical provisions for entitlement to vacation as this agreement, such Employee shall accrue vacation entitlement as though her employment had been continuous.

(b) Where an Employee is voluntarily terminating her employment, the Employer shall provide the Employee with a written statement of her vacation entitlement upon termination.

21.04 No Employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to or earned vacation benefits in excess of that set out herein shall have her vacation entitlements reduced. Provided, however, that this clause would only apply where the Employee is working for the same Employer at all relevant times.

21.05 Time of Vacation

(a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer. Should a request to carry forward vacation be denied, the Employer shall pay out the vacation amount on the first pay after July 1 of each year.

(b) Notwithstanding Article 21.05(a) above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:

- (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
 - (ii) such vacation is taken at a mutually agreeable time.
- (c) An Employee may request vacation leave during any period of the year.
- (d) Upon the request of an Employee, earned vacation credits may be divided into more than one (1) vacation period if approved by the Employer. Such request shall not be unreasonably denied.
- (e) Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken. Employees failing to exercise seniority rights within two (2) weeks of the time that the Employees are asked to choose a vacation time, shall not be entitled to exercise their rights in respect to any vacation time previously selected by an Employee with less seniority.
- 21.06 Vacation pay will be payable in advance on the regular pay day prior to the commencement of the vacation period if requested by the Employee at least fourteen (14) days in advance of the regular pay day. In extenuating circumstances, consideration may be given to a shorter notice period.
- 21.07 Unless given four (4) weeks advance notice of an alteration to her scheduled vacation period, except in circumstances beyond the Company's control, an Employee required by the Employer to work during her vacation period will receive two times (2X) her basic rate of pay for all hours worked. This premium payment will cease and the Employee's basic rate of pay will apply at the start of her next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the Employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of the Employer, an Employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.
- 21.08 When an Employee's vacation is cancelled by the Employer, the Employer shall be responsible for all non-refundable costs related to the cancellation of the vacation.

ARTICLE 22: NAMED HOLIDAYS

- 22.01 (a) Full-Time Employees shall be entitled to a day off with pay on or for the following Named Holidays:
- | | |
|--------------------|------------------|
| New Year's Day | Labour Day |
| Alberta Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |

Victoria Day
Canada Day
August Civic Holiday

Christmas Day
Boxing Day

and all general holidays proclaimed to be a statutory holiday by any of the following:

- (i) the Municipality in which the site is located;
 - (ii) the Province of Alberta; or
 - (iii) the Government of Canada.
- (b) In addition to the foregoing Named Holidays, full-time Employees who are in the employ of the Employer on February 1st shall be granted an additional holiday as a "Floater Holiday" in that year. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Employer and Employee. If the holiday is not taken by the last day of March in the following year, it shall be paid out.
- (c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the site at least six (6) months prior to the occurrence of the Named Holiday.
- (d) When July 1st falls on a Sunday, July 2nd is the legal holiday and shall be kept and observed as such.

22.02 To qualify for a Named Holiday with pay the Employee must:

- (a) work the scheduled shift immediately prior to and immediately following each holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) work on the Named Holiday when scheduled or required to do so.

22.03 An Employee obliged, in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) her basic rate of pay plus:

- (a) one (1) day's pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to her next annual vacation; or

- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) days' pay at the basic rate of pay is desired; and
 - (e) compensating time off, at her basic rate of pay, for all hours worked in excess of seven and three-quarter (7 3/4) hours.
- 22.04 If a date is not designated pursuant to Article 22.01(c) and subject to Article 22.02, when a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive:
- (a) one (1) day's pay; or
 - (b) an alternate day off at a mutually agreed time; or
 - (c) by mutual agreement, a day added to her next annual vacation; or
 - (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) day's pay at the basic rate of pay is desired.
- 22.05 When a Named Holiday falls during an Employee's annual vacation, the Employee shall receive:
- (a) by mutual agreement, a day added to the vacation period; or
 - (b) an alternate day off at a mutually agreed time; or
 - (c) failing mutual agreement as to the option to be applied, one (1) day's pay at her basic rate of pay.
- 22.06 The Employer shall rotate, as evenly as possible, amongst Employees in a department or section, as applicable, the requirement to work on a Named Holiday.
- 22.07 (a) No payment shall be due for a Named Holiday which occurs during:
- (i) a layoff; or
 - (ii) all forms of leave during which an Employee is not paid.
- (b) No additional payment shall be due for a Named Holiday which occurs during a period when an Employee is receiving Short-Term Disability, Long-Term Disability or Workers' Compensation benefits.

ARTICLE 23: SICK LEAVE

- 23.01 (a) Employee sick leave entitlements will be as described in the group benefit plan referenced in Article 25.
- (b) If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical, or medial appointment, they should try as best as possible to do so on their own time. However, if this is not possible, and provided they have been given prior authorization by the Employer, they should not suffer any loss of income provided such absence does not exceed two (2) hours during one work day. If the absence is longer than two (2) hours, the whole period of absence shall be without pay. However, the Employee may at their option, use banked vacation time or overtime to cover the loss of regular pay. Employees are required to submit satisfactory proof of appointments.

ARTICLE 24: WORKERS' COMPENSATION

- 24.01 (a) An Employee with sick leave credits accumulated prior to June 10, 2006, and who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act* shall continue to receive full net take home pay calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
- (i) the Employee assigns over to the Employer, on proper forms, the monies due to her from the WCB for time lost due to an accident; and
 - (ii) the Employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day, can be charged against such sick leave credits for each day an Employee is off work due to accident within the meaning of the *WCB Act*; and
 - (iii) the Employee keeps the Employer informed regarding the status of her WCB claim and provides any medical or claim information that may be required by the Employer.
- (b) The Parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB. In light of this, reconciliation shall occur when the Employer has

received reimbursement from the Workers' Compensation Board, or has issued any statement of adjustment to the Employee, whichever is later.

- (c) An Employee who is in receipt of Workers' Compensation benefits and who is not eligible to receive the WCB Supplement pursuant to Article 24.01(b) shall be deemed to be on a leave of absence without pay.
- (d) An Employee in receipt of Workers' Compensation benefits shall:
 - (i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;
 - (ii) accrue vacation credits and sick leave for the first (1st) month of such absence.

24.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of her former position, shall provide the Employer with two (2) weeks written notice, when possible, of readiness to return to work. The Employer shall reinstate the Employee in the same classification held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
- (b) incapable of performing the duties of her former position, shall be entitled to benefits she is eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Article 25.

24.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 29.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 The Employer shall provide the group benefit plan summarized in the benefit booklet for eligible Employees. It is understood that the Employer shall be responsible for payment of their portion of premiums only to maintain the benefits.

25.02 (a) The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.

(b) The Employer shall provide one copy of the plan to the Health Sciences Association of Alberta.

25.03 Such coverage shall be provided to a Regular Full-Time Employee provided they work a minimum of thirty one (31) hours per week.

ARTICLE 26: PENSION PLAN

26.01 Effective April 1, 2014 all eligible Full Time Employees shall be given the option to participate in the Katz Group Pension Plan for Eligible Hourly Employees.

26.02 The Pension Plan shall be open to all Eligible Full Time Employees, subject to enrolment requirements, other than those Employees who are already members of another pension plan with the Employer on April 23, 2013.

26.03 The Employee and the Employer shall make matching biweekly contributions of three percent (3%) of her basic rate of pay.

26.04 The implementation and operation of the Pension Plan referred to above shall, at all times, be subject to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts entered into with the pension carrier. The Employer shall make available to all Employees participating in these plans and to the Association copies of information brochures.

26.05 Such coverage shall be provided to a Regular Full-Time Employee provided they work a minimum of thirty one (31) hours per week.

ARTICLE 27: NOT ALLOCATED

ARTICLE 28: SENIORITY

28.01 (a) For regular or temporary Employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit.

(b) For casual Employees whose status changes to regular Full-time or Part-time or temporary; or someone determined by the Labour Relations Board or agreed to by the parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked by two thousand and twenty-two point seven five (2,022.75) and converting the result to a seniority date.

28.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 28.01.

28.03 Seniority shall be the determining factor in:

(a) preference of vacation time;

- (b) layoffs and recalls, subject to the qualifications specified in Article 30;
- (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 29.

28.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when an Employee resigns or is terminated from her position with the Employer; or
- (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work; or
- (c) if an Employee does not return to work on recall to her former classification and full-time equivalency.

28.05 The Employer shall provide the Association within two (2) months of the signing of this Agreement and in January and July of each year thereafter a listing of Employees in order of seniority in accordance with the provisions of Article 28.01. This listing shall be provided monthly if there are Employees on layoff.

ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES

- 29.01 (a) Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of three (3) months or more, shall be posted not less than eight (8) calendar days in advance of making an appointment.
- (b) Where circumstances require the Employer to fill a posted vacancy before the expiry of eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.
- (c) Subject to Article 29.05 where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.
- (d) The notice of posting referred to in Article 29.01(a) shall contain the following information:
- (i) duties of the position;
 - (ii) qualifications required;
 - (iii) hours of work;
 - (iv) status of position, and expected term if a temporary position;

- (v) salary; and
 - (vi) for information purposes only, current site(s).
- (e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01(a) to the appropriate Association office within seven (7) calendar days of the posting.
- 29.02 Applications for newly created positions, transfers, or promotions shall be made, in writing, to the Employer.
- 29.03 The appropriate Association office shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an Employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.
- 29.04 (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, she shall be reinstated in her former position. If such reinstatement is not possible, the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had she remained in her former position.
- The reinstatement or placement of an Employee in accordance with Article 29.04(a) shall not be construed as a violation of the posting provisions of Article 29.01.
- (b) Where a vacancy for a temporary position has been filled by the appointment of a casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, she shall be reinstated to casual status.
- (c) During the term of the temporary position, the incumbent Employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed. The forgoing shall not apply to Employees occupying temporary positions prior to the date of ratification.

- 29.05 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.
- (b) If all applicants for a vacancy are casual Employees, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.
- 29.06 When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than her current rate or to the step which is next higher again if such salary increase is less than the Employee's next normal increment on the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, her salary shall be advanced to that step in the scale which is next higher than her current rate, or if such salary increase is less than the Employee's last normal annual increase, she shall be advanced to the step which is next higher again in the scale.
- 29.07 An Employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.
- 29.08 When, because of inability to perform the functions of a position or because of ill health or by her request, an Employee is transferred to a classification to which is assigned a lower salary scale, her rate will be adjusted immediately to the step in the lower salary scale that will result in the recognition of service from the date the current period of continuous employment commenced.
- 29.09 Promotion shall not be used to fill a temporary vacancy of less than three (3) months. In the event that an Employee is assigned to a classification with a higher salary scale in order to fill a temporary vacancy, the provisions of Article 18 shall apply.

ARTICLE 30: LAYOFF AND RECALL

- 30.01 (a) Prior to layoffs occurring, the parties will meet and discuss the timing and specific process to be followed and any other issue the parties deem appropriate.
- (b) In case it becomes necessary to reduce the number of Employees or regularly scheduled hours worked by Employees, the Employer will notify the Association and all Employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar

days notice shall not apply where the layoff results from an Act of God, fire, or flood.

- (c) When notice of layoff is delivered to an Employee in person, the Employee may be accompanied by a representative of the Association, if one is available.

30.02 (a) Layoff shall be in reverse order of seniority within the affected classification and site, however, the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining Employees who are not capable and qualified of performing the work required.

- (b) If an Employee who is subject to layoff is not the least senior Employee in the classification within the bargaining unit, the Employee may choose one of the following options subject to being capable and qualified to do the work:

- (i) acceptance of an available vacancy;
- (ii) displacement of the least senior Employee in the classification in the bargaining unit;
- (iii) acceptance of layoff.

An Employee affected by layoff may elect not to displace the least senior Employee and be laid off without forfeiting recall rights.

If the Employee chooses a vacancy or displacement in a different site from which she was laid off, the Employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the chosen location becomes the Employee's new site.

30.03 **Recall**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee is capable and qualified of performing the work required.
- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
- (c) (i) The Employer shall endeavor to offer opportunities for casual work

to laid off Employees in order of their seniority before assigning the work to a casual Employee, providing the laid off Employee is qualified and capable of performing the work required.

- (ii) Notwithstanding the provisions of Article 30.03(c)(i), casual work shall first be made available to laid off Employees of the site from which the Employee was laid off.
 - (iii) A laid off Employee may refuse an offer of casual work without adversely affecting her recall status.
 - (iv) An Employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual Employee, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- (d) For the purpose of this clause "Casual Work" shall mean:
- (i) work on a call-in basis which is not regularly scheduled;
 - (ii) regularly scheduled work for a period of three (3) months or less for a specific job; or
 - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.
- (e) Notwithstanding the provisions of Article 28.04, if an Employee is recalled for any length of time, other than for Casual Work, then that Employee's period of recall rights starts anew.

30.04 No new regular or temporary Employees will be hired while there are other Employees within the Local Unit on layoff as long as laid off Employees are qualified and capable of performing the work required.

30.05 In the case of layoff, the Employee shall accrue earned vacation for the first (1st) month. The Employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.

ARTICLE 31: TECHNOLOGICAL CHANGE

31.01 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will

displace Employees in the bargaining unit, the Employer will notify the Association with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

- 31.02 If the Employer introduces technological change which results in the displacement of an Employee, the Employer shall make every reasonable effort to provide alternative employment acceptable to the Employee.
- 31.03 Where the alternate employment is in a lower paid classification, the Employee shall continue to receive the salary of the higher paid classification at the time of the transfer until the salary of the lower paid classification passes that of the higher paid classification.
- 31.04 Where alternative employment is not available or is not acceptable to the Employee, the Employer will give the Employee a minimum of six (6) weeks notice or pay in lieu of notice of displacement, and all conditions of the Layoff and Recall Article shall apply with the exception that notice contained in Article 30.01 will not apply.

ARTICLE 32: CONTRACTING OUT

- 32.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by regular Employees covered by this Collective Agreement, the Employer shall notify the Association two (2) months in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected Employees.

ARTICLE 33: LEAVES OF ABSENCE

33.01 General Policies Covering Leaves of Absence

- (a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence.
- (b) An Employee who has been granted leave of absence of any kind and who overstays her leave without permission of the Employer shall be deemed to have terminated her employment.
- (c) Except as provided in Article 33.01(d), where an Employee is granted a leave of absence of more than one (1) months duration, and that Employee is covered by any or all of the plans specified in Article 25, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided

for in this Article may be waived in extenuating circumstances.

- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) In the case of a leave of absence or a deemed leave of absence, an Employee shall accrue vacation credits for the first (1st) month. An Employee's increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.
- (f) During an Employee's leave of absence, the Employee may work as a casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

33.02 General Leave

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

33.03 Educational Leave/Exchange Programs

- (a) The Parties to this Collective Agreement recognize the value of continuing education for each Employee covered by this Collective Agreement. Furthermore, the Parties recognize that continuing education is a requirement for some Employees. The responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employees to participate in education or exchange programs.
- (c) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:
 - (i) for program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings;

- (ii) for hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at her basic rate of pay to a maximum of seven and three-quarter (7 3/4) hours per day;
 - (iii) the Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- (d) For the purpose of qualifying for an annual increment, an Employee granted educational/exchange leave shall be deemed to remain in the continuous service of the Employer for the first (1st) twenty-four (24) calendar months only of such period of leave. In the event the duration of educational/exchange leave continues for a period in excess of twenty-four (24) months, an Employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds twenty-four (24) months, and the newly established anniversary date shall prevail thereafter.
- (e) An Employee absent on approved educational/exchange leave shall be reinstated by the Employer in the same position and classification held by her immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.04 Special Leave

- (a) The parties recognize that an Employee may be unable to report to work due to unanticipated circumstances of pressing necessity which require the Employee's personal attention, and may include illness in the Employee's immediate family. The Employer shall approve leave in such circumstances to a maximum of four (4) days without loss of pay in each calendar year; any requests for additional leave of absence in these circumstances shall be subject to the provisions of Article 33.02.
- (b) An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.

33.05 Bereavement Leave

- (a) Bereavement Leave with pay of:
- (i) five (5) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as spouse, parent, child, brother, sister, fiancé, grandparent and

grandchild. Step-parent, step-children, step-brother, and step-sister, shall be considered as members of the Employee's immediate family. "Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a man or woman who resided with the Employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death.

- (ii) three (3) consecutive working days shall be granted in the event of the death of the following members of the Employee's family (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and legal guardian).
- (b) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.
- (c) Notwithstanding the provisions of Article 33.04(a) and (b), where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than she would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.
- (d) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.

33.06 Parental Leave

- (a) An Employee who has completed her probationary period shall, upon her written request, be granted Maternity Leave to become effective six (6) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI benefits, STD or LTD. Maternity Leave shall not exceed twelve (12) months unless an extension is granted by the Employer. Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.
- (b) A pregnant Employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is

available. Where no suitable position is available, the Employee may request Maternity Leave as provided by Article 33.06(a) if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than twelve (12) months, the Employee may request further leave without pay as provided by Article 33.01.

- (c) A father-to-be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed twelve (12) months.
- (d) An Employee absent on Parental Leave shall provide the Employer with six (6) weeks written advance notice of her readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

33.07 Adoptive Parent Leave

- (a) An Employee who has completed the probationary period shall be granted leave of absence without pay and benefits for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:
 - (i) she makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
 - (ii) she provides the Employer with at least one (1) days notice that such leave is to commence.
- (b) An Employee absent on Adoptive Parent Leave shall provide the Employer with six (6) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same position held immediately prior to taking such leave or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and with other benefits accrued to her at the date the leave commenced.

33.08 Paternity Leave

Paternity/Adoption leave of at least one (1) working day with pay shall be granted upon written request of the father, same sex partner or adoptive parent to attend to matters directly related to the birth or adoption of a child. A request

for Paternity/Adoption Leave shall be made with as much advanced notice as possible.

33.09 Association Business

A representatives of the Association shall be granted time off without pay in order to participate in collective bargaining with the Employer.

33.10 Terminal Care Leave

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to a leave of absence without pay but with benefits at the normal cost sharing, for a period of up to two (2) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under the Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

ARTICLE 34: IN-SERVICE PROGRAMS

- 34.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

ARTICLE 35: COURT APPEARANCE

- 35.01 (a) In the event an Employee is required to appear before a court of law as a witness in matters arising out of her employment with the Employer, or as a member of a jury or for jury selection, the Employee shall:
- (i) suffer no loss of regular earnings for the scheduled shifts so missed;
 - (ii) be paid at her basic rate of pay for the hours of attendance at court on her scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling

provisions of Article 11.

- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) she is called as a witness in matters arising out of her employment with the Employer, or as a juror, she shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, she shall be granted a leave of absence without pay.

ARTICLE 36: EVALUATIONS AND PERSONNEL FILES

- 36.01 (a) The Parties to this Collective Agreement recognize the desirability of Employee evaluations. Evaluations shall be conducted at least on an annual basis.
 - (b) Evaluations shall be for the constructive review of the performance of the Employee.
- 36.02 All such evaluations shall be in writing.
- 36.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty-eight (48) hours. The Employee may review her personnel file prior to the interview upon her written request.
 - (b) The Employee shall be given a copy of her completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The Employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that she is aware of the evaluation. She shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and her reply shall be placed in her personnel file.
 - (c) If an evaluation interview is scheduled on an Employee's off duty hours or on days of rest, the Employee shall be compensated according to the provisions of Article 12 or Article 44.
- 36.04 An Employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the Employee.

36.05 By appointment made in writing at least one (1) working day in advance, an Employee may view her personnel file. Upon request, an Employee shall be given a copy of requested documents from her file. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying, which fee shall be established by the Employer.

ARTICLE 37: DISCIPLINE AND DISMISSAL

37.01 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause.

37.02 Unsatisfactory conduct by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee with a fax copy to the Association office within two (2) working days and a copy of the original letter to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.

37.03 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the Employee with a fax copy to the Association office within two (2) working days and a copy of the original letter to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.

37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.

37.05 An Employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Association within two (2) working days.

37.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

37.07 An Employee who has been subject to disciplinary action shall have her record cleared of that disciplinary action after two (2) years from the date the disciplinary measure was initiated request in writing that her record be cleared

of that disciplinary action. The Employer shall confirm in writing to the Employee that such action has been effected.

- 37.08 An Employee who is dismissed shall receive her termination entitlements at the time she leaves.
- 37.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.
- 37.10 When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an Employee required to meet with the Employer for the purposes of discussing or issuing discipline. The Employer shall advise the Employee of the nature of the meeting and that they may be accompanied by a representative of the Association at such meeting(s). The Employee shall be compensated at their basic rate of pay for the duration of such meeting(s).

ARTICLE 38: RESIGNATION/TERMINATION

- 38.01 An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days notice of her desire to terminate her employment.
- 38.02 If the required notice of termination is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the day on which she terminates her employment.
- 38.03 **Vacation Pay on Termination**
- (a) If employment is terminated and proper notice given, an Employee shall receive vacation pay in lieu of:
- (i) the unused vacation earned during the previous vacation year at her basic rate of pay, together with;
 - (ii) six percent (6%) if eligible for fifteen (15) working days, or eight percent (8%) if eligible for twenty (20) working days, or ten percent (10%) if eligible for twenty-five (25) working days, or twelve percent (12%) if eligible for thirty (30) working days of her earnings at the basic rate of pay from the end of the previous vacation year to the date of termination.
- (b) Notwithstanding other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice pursuant to Article 38.01, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacations

with pay provided that this clause may be waived if termination is due to cause which is acceptable to the Employer.

38.04 An Employee shall be deemed to have terminated her employment when:

- (a) she is absent from work without good and proper reason and/or the approval of the Employer; or
- (b) she does not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.
- (c) she fails to return to work on the completion of an authorized leave of absence, unless such failure is due to provable sickness.

38.05 If the required notice of termination is given, an exit interview with the Employer shall be granted at the Employee's request prior to termination.

ARTICLE 39: JOB DESCRIPTIONS

39.01 Copies of job descriptions shall be on hand and shall be available to each Employee upon request.

39.02 Upon request, the Employer will provide the Association with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

ARTICLE 40: JOB CLASSIFICATIONS

40.01 New Classifications

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Health Sciences Association of Alberta.
- (b) If the Association does not agree with the position title and/or the salary scale, representatives of the Employer and the Association, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.

- (c) Should the Parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.
- (d) Should the Parties, through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the *Code*.
- (e) Should the Parties not be able to agree, the Association may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Association not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

ARTICLE 41: NOT ALLOCATED

ARTICLE 42: OCCUPATIONAL HEALTH AND SAFETY

42.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer.

ARTICLE 43: NOT ALLOCATED

ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to part-time, temporary and casual Employees, except that casual Employees shall not be entitled to benefits provided for in:

- Article 9: Probationary Period
- Article 11: Work Schedules and Shifts
- Article 25: Employee Benefit Plans
- Article 28: Seniority
- Article 30: Layoff and Recall
- Article 31: Technological Change
- Article 33: Leaves of Absence
- Article 37: Discipline and Dismissal
- Article 38: Resignation/Termination

44.02 (a) A temporary full-time or temporary part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to

full-time or part-time Employees as the case may be.

- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A temporary Employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 29.04(b).

44.03 **Hours of Work**

- (A) Amend Article 10.01 to read:

“Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) hours in any day. The ratio of work days to non-work days shall not exceed 5:2 averaged over a period of not more than four (4) weeks. Such four (4) week periods shall be consecutive and non inclusive.”

- (B) Amend Article 10.02(a) by adding:

“Regular hours of work shall include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes in instances where the shift is less than seven and three-quarter (7 3/4) hours but more than three and three-quarter (3 3/4) hours.”

- (C) Amend Article 10.02 by adding:

- (d) A part-time Employee may work additional shifts from time to time.

- (e) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts, she shall be paid her basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 44.05(A) for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day.

- (f) An Employee required by the Employer to work an additional shift without her having volunteered or agreed to do so, will receive two times (2X) her basic rate of pay. This premium payment will cease and the Employee’s basic rate of pay will apply at the start of her next scheduled shift, or additional shift worked pursuant to Article 44.03(C)(e).

- (g) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle, which shall constitute the

regular hours of work for each part-time Employee. Such hours may be altered as follows:

- (i) the Employer and the Employee may mutually agree to an Employee's request to decrease her regular hours of work;
- (ii) the Employer will consult with the Association to determine a process for increasing regular hours of work of an Employee(s) outside the provisions of Article 29. Such process may involve polling of Employees to determine level of interest;
- (iii) the Employer, the Association and the Employee may mutually agree to an Employee's request to increase her regular hours of work.

Agreement to amend regular hours of work pursuant to the above shall not be considered a violation of Articles 11 and 29. Where the Parties are unable to agree on an alternate process, the provisions of Article 29 shall apply.

- (h) In the event that a casual Employee reports to work for a scheduled shift or a shift for which she has been called in for, and is not permitted to commence work, she shall be paid two (2) hours pay at the basic rate of pay."

44.04 Amend Article 11 (Work Schedules and Shifts) to read:

"11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving two (2) hours pay at her basic rate of pay.

11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic rate of pay for all hours worked with an addition of two (2) hours pay at her basic rate of pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts with the approval of the Employer provided no increase in cost is incurred by the Employer."

44.05 **Overtime**

(A) Amend Article 12.01 to read:

“All hours, authorized by the Employer and worked by:

- (i) a regular part-time Employee in excess of the maximums specified in Article 44.03(A); or
- (ii) a casual Employee in excess of seven and three-quarter (7 3/4) hours in a day or one hundred and fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

shall be paid for at two times (2X) the basic rate of pay on that day.”

(B) Article 12.04 is null and void.

44.06 **On-Call Duty**

(A) Amend Article 13 by adding:

“13.13 In the sites where departments provide service on a regular basis more than five (5) days a week, five (5) days in each consecutive seven (7) day period shall be deemed as work days for the purposes of paying the on-call rate to casual Employees.”

44.07 **Salaries**

Amend Article 14.02 (a) to read:

“Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, part-time, temporary and casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours of work thereafter until the maximum rate is attained.”

44.08 **Vacation With Pay For Part-Time Employees**

(A) Article 21.02 is amended to read:

“Part-time Employees

Regular part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a regular Employee as specified in Articles 44.03, 44.08(C) and 45.12(A)	X	The applicable percentage as outlined below	=	Number of hours of paid vacation time to be taken
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- (a) six percent (6%) during the first (1st) year of employment; or
- (b) eight percent (8%) during each of the second (2nd) to ninth (9th) years of employment; or
- (c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of employment; or
- (d) twelve percent (12%) during each of the twentieth (20th) and subsequent years of employment; or
- (e) regular part-time Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

Hours worked during the vacation year at the rate specified in Articles 44.03 and 44.08(c)	X	The applicable percentage as outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period
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- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%);
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%);
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%)."

(B) Casual Employees will accrue vacation pay as above.

- (C) Only those regularly scheduled hours and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.09 **Named Holidays**

- (A) With the exception of Article 22.06, Article 22 is replaced in its entirety by the following:

- “(a) An Employee to whom these provisions apply required to work on a Named Holiday, which are:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	

and all general holidays proclaimed to be a statutory holiday by any of the following:

- (i) the Municipality in which the site is located;
- (ii) the Province of Alberta; or
- (iii) the Government of Canada;

shall be paid at one and one-half times (1 1/2X) her basic rate of pay for the first seven and three-quarter (7 3/4) hours worked on a Named Holiday and two times (2X) her basic rate of pay for time worked in excess of seven and three-quarter (7 3/4) hours.

- (b) An Employee to whom these provisions apply shall be paid, in addition to her basic rate of pay, four point six percent (4.6%) of her basic hourly rate of pay in lieu of the Named Holidays, and the Floater Holiday.
- (c) When July 1st falls on a Sunday, July 2nd is the legal holiday and shall be kept and observed as such.”

44.10 **Bereavement Leave**

In calculating paid Bereavement Leave entitlement for part-time Employees, the provisions of Article 33.05 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

44.11 **Change of Status**

A temporary or casual Employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during her period of employment, provided not more than six (6) months have elapsed since she last worked for the Employer:

- (a) salary increments;
- (b) vacation entitlement; and
- (c) seniority in accordance with Article 28.01.

Further to Article 9.01, part-time Employees will have completed their probationary period after one thousand and seven and one-half (1007 1/2) hours or one (1) year of employment, whichever is the lesser.

ARTICLE 45: NOT ALLOCATED

ARTICLE 46: GRIEVANCE PROCEDURE

46.01 **Definition of Time Periods**

- (a) For the purpose of this Article and Article 47, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.01(a).
- (b) Time limits may be extended by mutual agreement, in writing, between the Association and the Employer.

46.02 **Resolution of a Difference between an Employee and the Employer**

- (a) Formal Discussion
 - (i) If a difference arises between one (1) or more Employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through

discussion with her/their immediate supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.

- (ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i), may be bypassed when the Employee has been given a letter of discipline pursuant to Article 37.
- (iii) In the event that the difference is of a general nature affecting two (2) or more Employees, the Employer and the Association may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

(b) Step 1 (Pharmacy Manager)

The grievance shall be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Pharmacy Manager within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Pharmacy Manager shall be made known to the Employee and the Association within seven (7) days of receipt of the written statement of grievance.

(c) Step 2 (Director, Specialty Pharmacy or Designate)

Within seven (7) days of receipt of the decision of Pharmacy Manager, the grievance may be advanced to Step 2 by submitting to the Director, Specialty Pharmacy, or her designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter.

A decision, in writing, shall be forwarded to the Association and the grievor within seven (7) days of the date of the meeting.

(d) Step 3 (Arbitration)

Should the grievance not be resolved at Step 2, the Association may elect to submit the grievance to Arbitration. In this case, the Association shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Director, Specialty Pharmacy, or her designate, that the Association wishes to proceed to Arbitration, and at the same time, the Association shall name its appointee to the Arbitration Board. By mutual agreement between the Parties, in writing, a single Arbitrator may be

appointed.

- (e) Neither the Employee nor a representative of the Local Unit of the Association who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.
- (f) An Employee shall be entitled to have a member of the Local Unit Executive or any duly accredited officer employed by the Association present during any meeting pursuant to this grievance procedure.
- (g) A Dismissal Grievance shall commence at Step 2.
- (h) Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).

46.03 **Resolution of a Difference between the Association and the Employer**

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Association shall first attempt to resolve the difference through discussion. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1 (Pharmacy Manager)

A Policy Grievance shall be submitted, in writing, to the Pharmacy Manager, or her designate, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Pharmacy Manager, or her designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Association could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, a meeting, should it be necessary, may be arranged by either party. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Pharmacy Manager, or her designate, shall be made known to the Association, in writing, within seven (7) days of the date of the meeting.

(c) Step 2 (Arbitration)

Should the Association elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Pharmacy Manager, or her designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the Parties, a single Arbitrator may be appointed.

46.04 **Default**

- (a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the Parties to the difference have mutually agreed, in writing, to extend the time limit.
- (b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the Parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 47: GRIEVANCE ARBITRATION

47.01 Within seven (7) days following receipt of notification pursuant to Article 46.02(d) or 46.03(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Association of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavor to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Human Resources and Employment shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the *Code*.

47.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the Parties and upon any Employee affected by it and is enforceable pursuant to the *Code*.

47.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to her

seems just and reasonable in all circumstances.

47.04 Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the Parties.

47.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT

48.01 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

48.02 The Collective Agreement shall be printed in pocket-size form by the Association, and the cost shall be shared equally between the Parties.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #1

BETWEEN

PHARMA PLUS SPECIALTY PHARMACY SERVICES INC.

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

RE: PROFESSIONAL DEVELOPMENT

Employees shall continue to participate in the professional development programs as established by the Company.

This will comprise of:

1. Re-imbusement of one hundred percent (100%) of course fees up to a maximum of seven hundred and fifty dollars (\$750.00) annually towards any approved continuing education programs.
2. Access to accredited on-line learning.
3. Pharmacists are provided: reimbursement for professional fees required to maintain their annual license to practice pharmacy.
4. If a Pharmacy Technician is required to register with the Alberta College of Pharmacists, by the Company, to fulfill the duties of their position, the registration fees shall be covered by the terms of this letter.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

BETWEEN

PHARMA PLUS SPECIALTY PHARMACY SERVICES INC.

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of regular Employees in the bargaining unit.
2.
 - (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) week's regular pay for each full year of continuous employment to a maximum of forty (40) weeks pay.
 - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay for each full period of one thousand eight hundred and thirteen point five (1,813.5) hours worked at the basic rate of pay to a maximum of forty (40) weeks pay.
 - (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call back hours and additional hours for part-time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
 - (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A regular Employee who has received layoff notice in accordance with Article 30.01 and for whom no alternate vacant position is available, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 30 of the Collective Agreement; or

- (b) Severance as offered by the Employer in accordance with this Letter of Understanding.
- 4. A regular Employee who accepts severance pay, shall have terminated their employment, with no further rights to recall.
- 5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 6. A regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 30 of this Collective Agreement.
- 7. (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
- 8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending March 31, 2016, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #3

BETWEEN

PHARMA PLUS SPECIALTY PHARMACY SERVICES INC.

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

RE: PENSION AND BENEFIT MAINTENANCE

Part-time Employees who, as of June 10, 2006, were participating in the benefit and pension plans shall continue to participate in these plans, as long as their part-time status is maintained. In the event such Employees move to full-time status they will continue to participate in the plans, as described. Any subsequent move back down to part-time or casual status, however, will nullify this grandfathering provision.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

BETWEEN

PHARMA PLUS SPECIALTY PHARMACY SERVICES INC.

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

RE: SICK LEAVE BANK DRAW DOWN

As of June 10, 2006, all Employees with remaining sick leave credits accumulated during their employment with Capital Health shall retain these credits, with the understanding that no further accumulation shall occur beyond June 10, 2006.

These credits shall be drawn down in the event of illness or workplace injury. When exhausted, the current benefits shall apply as described in the Benefits Booklet.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #5

BETWEEN

PHARMA PLUS SPECIALTY PHARMACY SERVICES INC.

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: JOINT LABOUR/MANAGEMENT CONSULTATION COMMITTEE

Objective:

Recognizing the community interest in the efficient, economical and harmonious operation of the store, as well as, the satisfactory working life for all Employees, and believing that the basis of good relations rests upon cooperation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

Purpose and Commitment:

The purpose of the Committee is to provide the parties with an open forum of communication in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them, between the people they represent and to build a more effective working team.

The Committee shall meet on a regular basis and/or as required, at a mutually agreeable time agreed to by the Association and Employer representatives.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #6

BETWEEN

PHARMA PLUS SPECIALTY PHARMACY SERVICES INC.

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

RE: BENEFITS ELIGIBILITY

All full time Employees as of the date of June 4, 2010 shall maintain benefit coverage provided they work a minimum of twenty-three and one quarter (23.25) hours per week. Should anyone in this group of Employees, who are employed as of June 4, 2010, choose to change their full time equivalency at any point of continuous employment, benefit eligibility shall continue to be provided if they work a minimum of twenty-three and one quarter (23.25) hours per week.

All full time Employees hired after June 4, 2010 shall be entitled to benefit coverage provided they work a minimum of thirty-one (31) hours per week.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #7

BETWEEN

PHARMA PLUS SPECIALTY PHARMACY SERVICES INC.

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

RE: RED CIRCLED EMPLOYEES

Any Employee currently being paid a rate of pay in excess of the wage grid for their classification shall be grandfathered and their Basic Rate of Pay shall be red circled. Any such Employee shall not suffer any reduction to their Basic Rate of Pay.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #8

BETWEEN

PHARMA PLUS SPECIALTY PHARMACY SERVICES INC.

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

RE: VOLUNTARY TERMINATION

Where the Employer finds it necessary to lay off Employees, it may canvass Employees to see if any Employees wish to voluntarily terminate their employment and receive a severance payment calculated in accordance with Letter of Understanding #2 Severance. Employees who so choose will not be entitled to notice of layoff.

The Employer shall determine the number of voluntary terminations to accept and the last day of work for accepted Employees.

Where the number of applicants exceeds the number of Employees that will be accepted by the Employer, seniority shall determine which Employees shall be voluntarily terminated, provided that Employees with sufficient skills and qualifications remain.

The Employer shall notify the Association at least fourteen (14) days in advance of its intent to offer voluntary terminations pursuant to this Letter of Understanding. The Employer shall advise the Association of the Employees who applied for voluntary termination and those that are accepted.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

DATE: _____

DATE: _____

**SALARIES APPENDIX
WAGE AND SALARY GRID**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Pharmacy Assistant									
April 1, 2013 (3%)	16.89	17.50	18.13	18.75	19.38	20.27	21.39	22.52	
Administrative Clerk									
April 1, 2013 (3%)	19.14	19.70	20.27	20.83	21.39	22.53			
Pharmacy Technician I									
April 1, 2013 (3%)	28.20	29.12	30.06	31.17	32.14	33.17	34.25	35.35	
Pharmacist I									
April 1, 2013 (3%)	47.29	48.47	49.65	50.83	52.02	53.20	54.38	55.56	56.99

Notes:

1. Effective April 1, 2014: All Employees shall receive a lump sum of one thousand dollars (\$1,000.00).
2. Effective April 1, 2015: All Employees shall receive a lump sum of one thousand dollars (\$1,000.00).
3. The lump sum payments for part-time and casual Employees shall be prorated.
4. Following the wage increase effective April 1, 2013, the Pharmacy Technician II classification was deleted from the Salaries Appendix. Employees in the Pharmacy Technician II classification on April 1, 2013 were red circled in accordance with Letter of Understanding #7 Red Circled Employees.